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| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE OF PAGES |
| 2. AMENDMENT/MODIFICATION NO. 0004 | 3. EFFECTIVE DATE 12/20/07 | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (if applicable) |
| 6. ISSUED BY ENVIRONMENTAL PROTECTION AGENCY Emergency Response Service Center (3805R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460 | | 7. ADMINISTERED BY (if other than item 6) | CODE |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SYRACUSE RESEARCH CORPORATION 6225 RUNNING RIDGE ROAD North Syracuse, NY 13212 | | 9A. AMENDMENT OF SOLICITATION NO. | 9B. DATED (SEE ITEM 11) |
| | | 10A. MODIFICATION OF CONTRACT/ORDER NO. GS-00F-0019L TO# 840 | 10B. DATED (SEE ITEM 13) 04/06/07 |
| CODE | FACILITY CODE | | |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

| | |
|-----|--|
| (✓) | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A |
| X | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). Clause G4 |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| | D. OTHER (Specify type of modification and authority) |

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

The purpose of this action is to change the role of the Contracting Officer Representative from Karen Johnson to Paul Peronard. All other terms and conditions remain unchange.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

| | |
|---|--|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) GLORIA J. KANE |
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | 15C. DATE SIGNED |
| 16B. UNITED STATES OF AMERICA (Signature of Contracting Officer) | 16C. DATE SIGNED 11-7607 |

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

Libby Air Monitoring

Contract: GS-00F-0019L, Task Order: 0840, Mod: 0004

Summary Information

Title: Libby Air Monitoring
Period of Performance: From: 04/06/07
To: 11/30/08
Award Date: 04/06/07
Total Funding: \$78,973.00

Funding Breakout

| Acct.Info | Funding Category | Amount |
|-----------------|------------------|-------------|
| FY2007 - LPV080 | Fixed Price | \$15,211.97 |
| Total: | | \$15,211.97 |
| FY2007 - LPV127 | Fixed Price | \$63,761.03 |
| Total: | | \$63,761.03 |

[M] - Modified
[A] - Added

Procurement Management Roles

The following item(s) have been modified:

CONTRACT OFFICER TECHNICAL REPRESENTATIVE:

U.S. E.P.A.
Attn: KARREN L. JOHNSON
999 18TH ST (SUITE 500)
DENVER, CO 80202

Date Role Ended: 12/01/07

Mail Code:
Phone Number: 303-312-6159
Fax Number:
E-Mail Address: johnson.karren@epa.gov

The following item(s) have been added:

WORK ASSIGNMENT CONTRACT OFFICER:

U.S. E.P.A.
Attn: PAUL R. PERONARD
999 18TH ST (SUITE 500)
DENVER, CO 80202

Mail Code:
Phone Number:
Fax Number:
E-Mail Address: peronard.paul@epa.gov



United States
Environmental Protection Agency
Washington, DC 20460

70840

NOMINATION OF THE CONTRACTING OFFICER'S REPRESENTATIVE (COR)

Submit this form to the cognizant contracting officer within the Office of Acquisition Management or Regional contracting office. The contracting officer will respond to this nomination, in writing, to both the nominee and the nominee's immediate supervisor. For additional information on the requirements for being a COR, see Chapter 7 of the Contracts Management Manual.

1a. Name of Nominee

Paul R. Peronard

b. Title, Series, and Grade

On Scene Coordinator, GS-14

c. Mailing Address (include AA'ship, Office, and Mail Code)

1595 Wynkoop Street
Office of Ecosystems Protection and Remediation
EPR-SA
Denver, CO 80202

d. E-mail address

peronard.paul@epa.gov

e. Telephone

(303) 312-6808

f. Fax Number

(303) 312-6962

2. The Nomination is for:

- ☐ Contract-level COR
☐ Delivery Order COR
☒ Task Order COR
☐ Work Assignment COR
☐ Other or Alternate (specify):

Under Contract Number:

GS-00 F-0017L

3. Training Completed

Date Completed

a. FAI's COR Mentor Course

01/03/01

b. OAM's COR Training Course

06/10/91

Either a or b is required for all CORs

c. Recertification Course

10/24/06

Required every 3 years after completing either a or b

4. Briefly describe the nominee's experience in performing COR duties and technical expertise in the subject matter of the acquisition.
The nominee is a warranted OSC with over 20 years experience. He is/has been a COR on several ERRS/ERCS; TAT/START contracts

5. I understand that my eligibility to be a COR is dependent on adequately performing my COR duties, following ethical standards of conduct for employees of the Executive Branch, and maintaining my training. If any of these conditions are not met, I may be removed from this contract.

I cannot redelegate my COR duties. In the event that I am unable to continue performing my COR duties, I will contact the contracting officer immediately.

I have filed Office of Government Ethics Form 450, Confidential Financial Disclosure Report, with the cognizant Deputy Ethics Official.

Signature of Nominee

Signature Date

Signature of Nominee's Immediate Supervisor

Signature Date

Printed Name

Phone Number

Printed Title

Email Address

COR Appointment Memorandum

20 December 2007

MEMORANDUM

SUBJECT: Appointment as a Work Assignment Contracting Officer's Representative (COR) under Contract Numbers GS-00F-0019L

FROM: Gloria Kane /s/
Contracting Officer

TO: Paul Peronard
Task Order COR

I hereby appoint you as a Task Order COR under the subject contracts. This appointment is effective as of the date of this memorandum and shall expire: 1) when the contract is completed, 2) when you are relieved of your COR responsibilities, or 3) when rescinded in writing by myself or any successor contracting officer (CO). You may not delegate your COR responsibilities.

As a Task Order COR you are a key player in protecting the Government's interests and carrying out the Government's obligations under the contract. To do so effectively, it is imperative that you are familiar with the contract terms and conditions, as well as your responsibilities and limitations as a COR. You are hereby authorized and put under obligation to carry out those responsibilities set forth in Attachment 1. You are not authorized to take any action which is not set forth herein, and are specifically directed not to take any of the prohibited actions set forth in Attachment 2. Further clarification of these responsibilities and prohibitions may be obtained from the CO. Any act on your part which is not within the scope of this appointment may lead to your personal financial liability to the contractor.

The contract-level COR (project officer) for Contract #GS-00F-0019L, is Barbara Nelson. If you have any questions concerning your delegated authority, please do not hesitate to contact Ms. Nelson or me at 202-564-4437, or e-mail me at kane.gloria@epa.gov.

Attachments

cc: Barbara Nelson
Denise Baker

Attachment 1 to the COR Appointment Memorandum

As a TO COR under Contract GS-00F-0019L, Paul Peronard, you are responsible for the following:

1. Maintaining Your COR Eligibility

a. Remain current on all training required for CORs in Chapter 42 of the Contracts Management Manual. (The CMM can be found on the Agency Intranet at <http://epawww.epa.gov/oamintra/policy/cmm.pdf>.) Specifically, you are required to complete the Recertification Course every three years after completing either the COR Mentor Course or the COR Supplement Course, whichever was completed later. If your training lapses, you are no longer eligible to be a COR under this contract.

b. If your training lapses or if there is a need to relieve you of your COR responsibilities, please notify the CO immediately. Until another COR is appointed, you remain responsible for performing your COR functions. Promptly turn over all records regarding this contract to the successor COR.

c. Know the terms and conditions of the contract and the work assignment, including the statement of work and the approved work plan.

d. Be informed about Agency and Federal acquisition policies and procedures. This information is available on the Office of Acquisition Management's Intranet site at <http://intranet.epa.gov/oamintra/>. The Federal Acquisition Institute's COR Workbook provides a generic list of COR functions and the steps involved in performing these functions. The COR Workbook can be downloaded at <http://hydra.gsa.gov/staff/v/homepages/corbook.htm>. Chapter 7 of the Contracts Management Manual (CMM) contains a list of Agency-specific COR functions.

e. Comply with the standards of conduct that apply to employees of the executive branch. Treat contractors fairly and impartially. Avoid personal conflicts of interest, and prohibited activities, such as unauthorized commitments, directed subcontracting, and personal services. While you are a COR, you must file Office of Government Ethics Form 450, Confidential Financial Disclosure Report, with your organization's Deputy Ethics Official.

2. Procurement Package

To order work under the contract, prepare a procurement request with supporting documentation (SOW, cost estimate, etc.). Identify vulnerable, sensitive services, potential conflicts of interest, as well as appropriate management controls.

3. Government Property

In accordance with Chapters 2 and 5 of the Contracts Management Manual (CMM), identify and justify the use of any Government property under the work assignment. In accordance with Chapter 5 of the CMM, properly transfer, monitor the use and disposal of Government property under the contract. Coordinate Government property issues with the CO and property administrator.

4. Technical Assistance

a. Review contractor work plans for approval/disapproval. When requested, prepare detailed findings and recommendations on reasonableness of the proposed work, labor hours and mix, materials and quantities, etc., based on comparison with the SOW and the independent Government cost estimate. In accordance with Chapter 16 of the CMM, conduct evaluations of offers received under multiple award contracts.

b. Inform the CO of any potential or real conflicts of interest which may arise under the contract. Recommend possible mitigation or avoidance strategies.

5. Record Keeping

a. Establish and maintain a separate file for documents and correspondence pertaining to the contract/ work assignment. Place in this file correspondence to and from the contractor, work associates, and contracting officer; comments and approval of deliverables; documentation of verbal communication with the contractor; technical direction; voucher reviews and disapprovals/approvals; contractor evaluations; and other documents pertaining to the contract. Document actions, conversations, meetings, technical directions, etc., as they occur and include these in the file.

b. Protect information that is prohibited from disclosure by law, such as trade secrets and privileged or confidential commercial or financial information, certain interagency and intra-agency predecisional deliberative communications, information about individuals when disclosure would constitute a clearly unwarranted invasion of personal privacy, and records or information compiled for law enforcement purposes, if certain interests would be harmed by release, including when disclosure could reasonably be expected to interfere with enforcement proceedings or to constitute an unwarranted invasion of personal privacy.

6. Monitoring Contractor Performance

a. In accordance with EPA Order 1900.1A, Proper Use of Contractor Services, and the terms of the acquisition, provide and document technical direction to the contractor. Guard against inappropriate contractor services, such as personal services and inherently Governmental functions.

b. Assist the contractor in interpreting technical requirements. Differences of understanding or opinion of technical requirements between the Government and the contractor

which cannot be resolved shall be referred to the CO for resolution.

c. Monitor and oversee the contractor's technical effort and ensure that performance strictly conforms with the terms and conditions of the contract. Promptly inform both the contractor and the CO of any unsatisfactory performance or noncompliance with the contract or work assignment statement of work and terms and conditions.

d. Maintain reasonable contact with the contractor so as to become aware of and gain an understanding of any problems or potential problems regarding contract performance. Report these to the CO.

e. Review and provide input/recommendations and concurrence to the CO regarding the contractor's proposed use of consultants and subcontractors.

f. Perform on-site surveillance of contractor performance, as necessary, to ensure compliance with the technical provisions of the contract.

g. Spot check to see that contractor personnel are on the job and accomplishing their assigned tasks.

h. Determine causative factors for any slippage in performance schedule and provide a report of such to the CO. If the contractor is responsible for the slippage, the COR shall recommend to the CO and subsequently monitor corrective action.

7. Inspection and Acceptance of Deliverables

a. Ensure the timeliness and acceptability of all deliverables and/or reports submitted by the contractor.

b. Perform inspection of completed work and/or services and certify acceptance or nonacceptance of work.

8. Past Performance

Complete a contractor evaluation form for each work assignment at the end of each period of performance (base or option periods), and forward it to the contract-level COR.

9. Modifications

a. Prepare purchase request for amendments to the work assignment, including appropriate documentation, such as a revised SOW and cost estimate. Document evaluation of the contractor's proposal (e.g., of the labor hours, materials, etc., incurred or proposed for the modification).

b. Ensure that the work assignment is formally modified or amended before the contractor proceeds with any changes in the work, terms, or conditions of performance.

10. Payment

a. As detailed in Chapter 6 of this manual, review contractor invoices and recommend approval or disapproval, as appropriate, to the contract-level COR. Such review shall be completed in a manner so as to allow timely payment under the Prompt Payment Act.

b. Track funds expended versus funds remaining on the work assignment. Ensure that costs do not exceed available funding. Notify the contract-level COR if additional funds will be required. Prepare funding requests.

c. Progress Reports--Review monthly technical and financial progress reports. Compare progress to contractor invoice charges. Resolve errors or deficiencies in the reports. Consult with the contract-level COR on any potential problems identified through such reviews. Monitor contractor costs and promptly report, in writing, wasteful contractor practices to the contract-level COR.

d. Review invoices and monthly progress reports to ensure that the contractor utilizes the labor skill mix (labor categories and hours) necessary to fulfill the Government's requirement. The contractor's labor skill mix used on the work assignment, should closely approximate what was agreed to in the approved work plan. Excessive use of either lower or higher skilled labor should trigger a closer review of actual usage versus the approved work plan.

11. Closeout

Notify the contract-level COR when contractor performance is completed under the work assignment, delivery order, or task order. Assist with closeout procedures.

Attachment 2 to the COR Appointment Memorandum

PROHIBITIONS

As a contracting officer's representative:

- 1) **DO NOT** solicit proposals for enhancements to the contract;
- 2) **DO NOT** modify the stated terms of the contract;
- 3) **DO NOT** sign supplemental agreements (i.e., contract modifications);
- 4) **DO NOT** issue instructions to the contractor to start or stop work;
- 5) **DO NOT** request that the contractor perform work outside the scope of the contract or work assignment, or perform any work without a valid work assignment if work is initiated under the contract through these means;
- 6) **DO NOT** direct changes to:
 - what items are included in the delivery schedule,
 - time of delivery,
 - place of delivery,
 - method of shipment,
 - packing of deliverables,
 - quantity, or level-of-effort,
 - scope of work, drawings, designs, specifications, or statement of work.
- 7) **DO NOT** give guidance to the contractor, either orally or in writing, which might be interpreted as a change in the expressed scope, specifications, terms or conditions of the contract or work assignment;
- 8) **DO NOT** make any changes that will affect the duration (period of performance) of the contract or work assignment;
- 9) **DO NOT** make any changes that will affect the cost of the contract or work assignment;
- 10) **DO NOT** authorize the contractor to incur costs in excess of the estimated costs or other limitation on costs or funds set forth in this contract or work assignment;
- 11) **DO NOT** approve items of cost not specifically authorized by the contract or work assignment;
- 12) **DO NOT** render a decision on any dispute or any question of fact under the Disputes

Clause of the contract;

- 13) **DO NOT** take any action with respect to termination of the contract, except to notify the CO of circumstances which would appear to warrant such action;
- 14) **DO NOT** authorize delivery or disposition of Government-furnished property;
- 15) **DO NOT** discuss procurement plans or any other advance information that might provide preferential treatment to one firm over another (The Program Manager's Guide For Communicating With Industry," dated September 4, 2001 provides general guidelines regarding the types of info that may be shared with the public, primarily in the context of procurement opportunities. This guide is available on OAM's website at <http://epawww.epa.gov/oamintra/policy/pmgci.pdf>);
- 16) **DO NOT** make commitments or promises to any contractor relating to the award of a contract.